**ARTIST PERFORMANCE AGREEMENT**

THIS AGREEMENT for the personal services of performing artists on the engagement described below between the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as purchaser of performance services ("Purchaser") and the undersigned artist or ensemble and/or its agent ("Artist") is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

**A. BASIC TERMS:**

1. Name of Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Place of engagement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Date(s) of services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Number of sets and duration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Time for load-in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Time for sound check: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B. PAYMENT OF ARTISTIC FEES:**

1. Compensation agreed upon: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Amount of deposit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date due: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Overtime rate if needed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Time of Payment: Fees will be paid by Purchaser to Artist before the conclusion of the event.

# TERMS AND CONDITIONS

1. PAYMENT AND COMPENSATION. Purchaser will make payment by cash or credit card to Artist immediately after completion of the performance(s), unless otherwise previously agreed in writing by Artist and Purchaser. Purchaser acknowledges that any deposit payments (if any) made to Artist are non-refundable.

1. ARTIST’S RIGHT TO TERMINATE. If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this Agreement without any further obligation upon seven (7) days’ notice.

1. CANCELLATION. Artist reserves the right to cancel this Agreement without obligation upon notice to Purchaser thirty (30) days in advance of the Performance date. In the event of Artist’s cancellation, the deposit payment (if any) shall be **returned promptly**. If Purchaser cancels the performance less than fourteen (14) days before the performance, Purchaser will pay Artist 50% of the guaranteed fee for the performance. If Purchaser cancels the performance less than seven (7) days before the performance, Purchaser will pay Artist 100% of the guaranteed fee for the performance. The parties agree that such payments are reasonable in light of anticipated or actual harm caused by the cancellation and the difficulties of proving the actual damages to the Artist.

1. FORCE MAJEURE. Neither Artist nor Purchaser shall be liable for failure to appear or perform its obligations under this Agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Artist and Purchaser.

1. SICKNESS AND ACCIDENTS. Artist’s agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Artist shall be returned promptly.
2. PROMOTION AND PRODUCTION. Purchaser shall be responsible for all matters pertaining to the promotion and production of the scheduled engagement, including but not limited to venue rentals, security, and advertising.

1. COMPLIMENTARY TICKETS. Unless otherwise agreed, Purchaser will allow \_\_\_ guests per artist member, with a maximum of \_\_\_ tickets.

1. TECHNICAL RIDER. Purchaser has been provided a copy of Artist’s technical and hospitality rider (Exhibit A) and Purchaser agrees to the conditions set forth therein.
2. **SECURITY.** Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide names of persons or guests authorized to be backstage. Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is a located-on Purchaser’s premise.

1. INDEPENDENT CONTRACTORS. Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance and Artist shall control the manner, means, and details of such performance.

1. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist’s engagement and performance, including time of set up and take down. Except for claims arising from Artist’s willful or intentional acts, Purchaser shall indemnify Artist for any third-party claims.
2. NO PERSONAL LIABILITY OF PURCHASER’S REPRESENTATIVES OR AGENTS. Any representative of Purchaser executing this contract as Purchaser or an agent thereof shall not be held personally liable for the payment of any costs or fees related to this contract.

1. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, AND JURISDICTION. This

Agreement cannot be assigned or transferred without the written consent of Artist. This Agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This Agreement shall be governed by the laws of the state of California. In the event any dispute arising under this Agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of the State of California.

1. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

1. REPRESENTATIVE’S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represent that such person is duly authorized, and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

1. PROVIDED SERVICES. Purchaser and Artist agree to provide the following services:

1. FOOD AND BEVERAGE ALLOWANCE. Artist will be provided a BAR credit of \_\_\_\_\_\_ drinks and a KITCHEN credit of \_\_\_\_\_ dollars per band member.

IN WITNESS WHEREOF, the parties here agree to the terms set forth above:

ARTIST RIDER AGREEMENT

# DRESSING ROOM

Please provide a secure, lockable, private room near the performance location for the band’s use before/after the performance and during breaks. Keys or security codes should be supplied to the band upon arrival and will be left in room upon departure.

The artist would appreciate the dressing room to be climate controlled if at all possible.

# MEALS AND HOSPITALITY Negotiable

If your event is providing meals for the artist, please plan for 1 to 5 people.

The following items, enough for 2 people, should be provided in the dressing room two hours prior to performance:

* Case of bottled water (room temperature)
* Assorted soft drinks (Pepsi, Diet Pepsi, Sprite, etc.)
* Assorted snacks (chips, crackers, nuts, etc.)
* Deli tray with assorted meats, cheeses, veggies, dip
* Cups, napkins, utensils, ice

# ACCOMODATIONS

If your event is providing accommodations for the artist please reserve 1 to 3 rooms (each with double beds) at a reasonable hotel, close to the event. Room keys should be available to the artist upon arrival at the event.

# SPECIAL REQUESTS

If there are special song or joke requests that you’d like us to accommodate please discuss with us as soon as possible. Due to the technical complexities of certain material, special requests cannot be guaranteed. We will however let you know prior to the performance whether we were able to accommodate the request.

We will be happy to provide simple announcements during the show. Please discuss with us before the performance.

# FINALLY, …

We’d like to thank you for choosing me/us for your event’s entertainment. We look forward to a great show and if there is anything we can do please let us know.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip

IN WITNESS WHEREOF, the parties here agree to the terms set forth above:

|  |  |
| --- | --- |
|     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Purchaser’s Full Name   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Purchaser   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street Address   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip   |     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Artist Representative   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative Signature   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street Address   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip   |